

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

In re:

James Bryan Holcombe
Cynthia Lee Holcombe

Case No.: 8:15-bk-09818-MGW
Chapter 7

Debtor(s).

**MOTION TO SELL REAL PROPERTY
FREE AND CLEAR OF LIENS, ENCUMBRANCES AND
INTERESTS WITH CONSENT OF LIENHOLDER(S)
(2001 Timberfall Lane, Valrico, FL 33594)**

COMES NOW Beth Ann Scharrer, Chapter 7 Trustee, by and through her undersigned counsel, and hereby moves for authority to sell certain improved real property free and clear of all liens, encumbrances and interests, and in support thereof states as follows:

JURISDICTION

1. This Court has jurisdiction to consider this Motion pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b) (2) (A), (M), (N) and (O).
2. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.
3. The basis for the relief requested herein are, *inter alia*, 11 U.S.C. §§ 105, 363(b) and Federal Rules of Bankruptcy Procedure 2002 and 6004.

BACKGROUND

4. On September, 28, 2015, the Debtors commenced this case by filing a voluntary petition for relief under Chapter 7 of the United States Bankruptcy Code (the "Petition Date").

5. Beth Ann Scharrer was appointed Chapter 7 trustee (the “Trustee”).
6. The Debtor owns real property, by virtue of a deed, located at 2001 Timberfall Lane, Valrico, FL 33594 more particularly known as:

Lot 18, Block 6, Bloomingdale Section "P-Q", according to the plat thereof as recorded in Plat Book 64, Page 23, of the Public Records of Hillsborough County, Florida. (the “Property”).
7. The Property is encumbered by a first mortgage James B. Holcombe, a married man, joined by his wife, and Cynthia L. Holcombe, to Mortgage Electronic Registration Systems, Inc. (MERS) as nominee for Fremont Investment & Loan recorded April 26, 2005 in O.R. Book 14928, Page 273, and assigned to JPMorgan Chase Bank, National Association, by Assignment of Mortgage recorded in O.R. Book 22794, Page 731, and as further assigned to U.S. Bank, N.A., Successor Trustee to Lasalle Bank National Association, on behalf of the Holders of Bear Stearns Asset Backed Securities I Trust 2005-FR1, Asset-Backed Certificates Series 2005-FR1, by Assignment of Mortgage recorded in O.R. Book 22794, Page 733; currently serviced by Select Portfolio Servicing, Inc. (hereinafter “Select Portfolio Servicing”)
8. The Property is further encumbered by a Lis Pendens recorded April 22, 2015 in O.R. Book 23230, Page 1882 in that certain Case No. 29-2015-CA-003537A001HC in the Circuit Court of Hillsborough County, Florida. This encumbrance was recorded in an attempt by Select Portfolio Servicing to foreclose its lien on the Property.
9. The Property is also encumbered by a Final Judgment against James B. Holcombe and Cynthia Holcombe and in favor of Roy Williams and Williams Holding, Inc. (hereinafter “Williams”), recorded October 9, 2013 in O.R. Book 22192, Page 205 and

re-recorded on November 6, 2013 in O.R. Book 22247, Page 354, Public Records of Hillsborough County, Florida.

10. The Trustee has accepted an offer from TBV Enterprises, LLC, a Florida limited liability company, (the “Buyer”) to purchase this home in the amount of \$ 190,100.00, as payment in full. The current offer was not the only offer on the property but is the highest offer, and not contingent on financing. Moreover, the estate believes it is a fair offer for the current economy and the length the property has remained on the market.
11. The Trustee has conducted a title search and is not aware of any other liens on the Property.
12. Any real property taxes will be paid prorated according to the estimate of \$ 826.07.
13. The Trustee has sought and obtained approval of the sale by Select Portfolio Servicing. The Trustee has not obtained the express approval of judgment creditor lienholder, Williams.
14. Pursuant to their own Motion for Relief of Stay filed on June 14, 2016 at docket number 21, the lien in favor of Select Portfolio Servicing, Inc. is in excess of \$250,000.00, an amount greater than the value of the Property. The Property does not have enough value to protect Williams. Accordingly, the Trustee proposes no sale proceeds to be allocated to Williams, and by service of the instant motion, invites Williams to file an objection or other responsive paper if Williams does not consent to the proposed treatment.
15. The Trustee has attached a “DRAFT” HUD Settlement Statement that outlines the proposed distribution of the sale proceeds at closing, subject to lien holder(s) approval, as Exhibit “A.”

16. The Buyer is a disinterested party, the Trustee finds him to be acting in good faith, and he should be afforded the protections under Section 363(m).

AUTHORITY TO SELL

17. Pursuant to § 363(b)(1) of the Bankruptcy Code, a trustee, after notice and hearing, may use, sell or lease property of the estate other than in the ordinary course of business. Additionally, pursuant to § 363(f) of the Bankruptcy Code, the trustee may sell property free and clear of any interest in such property of an entity other than the estate if (i) permitted under applicable non-bankruptcy law, (ii) the party asserting such interest consents, (iii) the interest is a lien and the purchase price of the property is greater than the aggregate amount of all liens on the property, (iv) the interest is subject of a bona fide dispute, or (v) the party asserting the interest could be compelled, in a legal or equitable proceeding, to accept a money satisfaction for such interest.
18. Section 363(f) of the Bankruptcy Code is stated in the disjunctive. Thus, it is only necessary for the Trustee to satisfy one of the five conditions of § 363(f). Nonetheless, the sale proposed by the Trustee satisfies §§ 363(f)(2) and (5).
19. The Trustee avers that she shall satisfy section 363(f) (2) insofar as all lien holders, that being Select Portfolio Servicing, Inc. has consented to the proposed sale of the property (see attached Short Sale Approval Letter, Exhibit “B”) and that Williams will not object to the sale, therefore under section 363(f) (2), she should then be authorized to sell the Property free and clear of all liens, claims, encumbrances and interests.
20. In the event Williams objects to the proposed sale terms, the Trustee believes that she would nonetheless satisfy § 363(f)(5). With the consent of the first mortgage Select Portfolio Servicing, Inc., and since the purchase price and value of the Property is less

than what's owed to Select Portfolio Servicing, Inc., Williams is effectively an unsecured creditor and can be compelled to take a money judgment for its interest in the Property.

21. Accordingly, under either § 363(f) (2) or § 363(f)(5), the Trustee should be authorized to sell the Property free and clear of all liens, claims, encumbrances and interests.

CONCLUSION

22. The Trustee, in the exercise of her business judgment, believes, and therefore avers, that the proposed sale is in the best interest of the creditors of the bankruptcy estate insofar as there is otherwise no equity in the Property, the Trustee is more familiar with the current market than other interested parties, and a sale under this motion serves the best interest of all interested parties, including Select Portfolio Servicing, Inc. and Williams. The Buyer has agreed, subject to Court approval, to pay to the Trustee the sum of \$190,100.00 in exchange for the Property free and clear of all liens, encumbrances, or interests.

WHEREFORE, the Trustee moves for the entry of an order:

- A. Authorizing the sale of the Property to the purchaser free and clear of all liens, encumbrances, or interests of any party; and,
- B. Authorizing the Trustee to take any all actions and to execute any and all documents necessary and appropriate to effectuate and consummate the terms of said sale of the Property free and clear of all liens, encumbrances, or interests, including without limitation, executing a deed conveying the interests of the Debtors or any other party claiming an interest in the Property to the Buyer;

- C. Authorizing the Trustee and any escrow agent upon the Trustee's written instruction, shall be authorized to make such disbursements on or after the closing of the sale as are required by the purchase agreement or order of this Court, including, but not limited to, (a) all delinquent real property taxes and outstanding post-petition real property taxes pro rated as of the closing with respect to the real property included among the purchased assets; and (b) other estimated anticipated closing costs:

Total Sales/Brokers Commission:

6% to Century 21 Beggins Enterprises \$ 11,406.00*

*it is anticipated that a portion of this fee is to be shared with cooperating broker, The K Company of Realtors, LLC

Title Charges:

Prominence Title & Escrow, LLC \$ 1,810.00
(not to include attorney fees)

Government recording / transfer charges \$ 1,330.70

Satisfaction of Liens:

Select Portfolio Servicing, Inc. \$ 163,116.76
Williams \$ 0.00

The above anticipated closing costs and taxes are subject to per diem charges, changes in prorations, and otherwise represent approximate amounts. The Trustee seeks authority to pay these amounts, or their reasonable equivalent amounts, to the respective payees depending on the subjective per diem alteration.

- D. Determining that all affected interests , other than the Home Owners' Association (if any), have been adjudged and declared to be unconditionally released as to the Property;
- E. Determining that the Buyer has not assumed any liabilities of the Debtor;
- F. Determining that the Buyer is approved as a buyer in good faith in accordance with Section 363(m) of the Bankruptcy Code, and that the Buyer is entitled to all protections of Section 363(m) of the Bankruptcy Code, and

G. Granting the Trustee such other and further relief as is just and proper.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been served by U.S. Mail and/or electronic delivery to the:

Lien Holder: U.S. Bank, N.A., Successor Trustee to Lasalle Bank National Association, on behalf of the Holders of Bear Stearns Asset Backed Securities I Trust 2005-FR1, Asset-Backed Certificates Series 2005-FR1 c/o Maya Rubinov, Esq., mrubinov@shdlegalgroup.com

Williams Holding Inc., c/o President and Registered Agent, Roy F. Williams, 801 West Bloomingdale Avenue, Brandon, FL 33511 (via certified mail)

Mr. Roy F. Williams, 20727 Sterlington Drive, Land O' Lakes, Florida 34638 (via certified mail)

Debtors: James Bryan Holcombe, Cynthia Lee Holcombe, 2001 Timberfall Lane, Valrico, FL 33594

Debtor's Attorney: Charles T. Stohlman, Esq., charless@cstohlmanlaw.com

Beth Ann Scharrer, Trustee, P.O. Box 4550, Seminole, FL 33775-4550

United States Trustee, ustp.region21.ecf@usdoj.gov

and all parties of interest that have filed a proof of claim in this case or filed a notice of appearance pursuant to Rule 2002-1(c) on this July 20, 2017.

Respectfully submitted,

/s/ Richard M. Dauval, Esquire

Richard M. Dauval

FBN 0664801

Leavenlaw

3900 1st Street North, Suite 100

Saint Petersburg, FL 33703

727-327-3328 x303

Label Matrix for local noticing
113A-8
Case 8:15-bk-09818-MGW
Middle District of Florida
Tampa
Thu Jul 20 12:39:49 EDT 2017
Quantum3 Group LLC as agent for -
CF Medical LLC
PO Box 788
Kirkland, WA 98083-0788

Fasco Investments Inc. -
10628 Pontofino Cir
New Port Richey, FL 34655-7058

Internal Revenue Service -
Centralized Insolvency Operation
PO Box 7346
Philadelphia, PA 19101-7346

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)Note: Entries with a '+' at the end of the name have an email address on file in CMECF -----	End of Label Matrix	
Note: Entries with a '-' at the end of the name have filed a claim in this case	Mailable recipients	3
	Bypassed recipients	1
	Total	4

American Land Title Association

ALTA Settlement Statement - Combined

Adopted 05-01-2015

FileNo./Escrow No.: 17-063
 Print Date & Time: 3/16/2017 @ 6:28 PM
 Officer/Escrow Officer: Marlene Benner
 Settlement Location:
 605 E. Robinson Street #720
 Orlando, Florida 32801

Prominence Title & Escrow, LLC

605 E. Robinson Street #720
 Orlando, Florida 32801

Property Address: 2001 Timberfall Ln., Valrico, Florida 33596
 Buyer: TBV Enterprises, LLC, a Florida limited liability company
 Seller: Beth Ann Scharrer, BK Trustee for the Estate of Cynthia and James Holcombe
 Lender: TO BE DETERMINED

Settlement Date: 5/5/2017
 Disbursement Date: / /
 Additional dates per state requirements:

Seller		Description	Borrower/Buyer	
Debit	Credit		Debit	Credit
		Financial		
	\$190,100.00	Sales Price of Property	\$190,100.00	
		Prorations/Adjustments		
	\$169.53	Non-Ad Valorem from 5/5/2017 to 9/30/2017	\$169.53	
\$826.07		City/Town Taxes from 1/1/2017 to 5/4/2017		\$826.07
		Title Charges & Escrow / Settlement Charges		
\$1,750.00		Title - Settlement Fee to Prominence Title & Escrow, LLC	\$600.00	
\$60.00		Title - Title Search Fee to Old Republic National Title Insurance Company		
		Title - Owner's Coverage Premium (Optional) to Prominence Title & Escrow, LLC	\$1,025.50	
		Commission		
\$3,802.00		Real Estate Commission (Buyer) to The K Company of Realtors LLC		
\$7,604.00		Real Estate Commission (Seller) to Century 21 Beggins Enterprises		
		Government Recording & Transfer Charges		
		Recording Fees to Simplifile	\$224.00	
		Certified Copy of Motion to Sell to Simplifile	\$20.00	
		Record Motion to Sell to Simplifile	\$95.00	
\$1,330.70		Transfer Taxes - Deed State to Simplifile		
		Payoff(s)		
\$163,116.76		Lender: TBD		

American Land Title Association

ALTA Settlement Statement - Combined

Adopted 05-01-2015

		Principal Balance (\$163,116.76)		
		Interest on Payoff Loan ()		
		Miscellaneous		
		2016 Real Property Taxes PAID 11/23 to Hillsborough County Tax Collector (POC by Seller: \$2,846.89)		
\$9,505.00		Bankruptcy Estate Fee to Beth Ann Scharrer, BK Trustee for the Estate of Cynthia and James Holcombe		
\$100.00		Court Order pnd approval 11 U.S.C. § 506(c) to BK Global		
		E-Recording Fee to Simplifile	\$13.50	
\$1,200.00		HOA Dues to HOA		
\$200.00		HOA Estoppel Fee to Elite Property Research		
\$125.00		Municipal Lien Certificate Fee to Elite Property Research		
\$650.00		Trustee Liability Insurance to TRG		
Seller		Description	Borrower/Buyer	
Debit	Credit		Debit	Credit
\$190,269.53	\$190,269.53	Subtotals	\$192,247.53	\$826.07
		Due From Borrower	\$191,421.46	
		Due From Seller		

American Land Title Association

ALTA Settlement Statement - Combined

Adopted 05-01-2015

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Prominence Title & Escrow, LLC to cause the funds to be disbursed in accordance with this statement.

TBV Enterprises, LLC

Borrower: _____ Seller: _____
Toby Vaughn, Manager Beth Ann Scharrer, BK Trustee for the Estate of
Cynthia and James Holcombe

TBV Enterprises, LLC

Borrower: _____
Tonya Vaughn, Manager

I have reviewed the Closing Disclosure, the settlement statement, the lender's closing instructions and any and all other forms relative to the escrow funds, including any disclosure of the Florida title insurance premiums being paid, and I agree to disburse the escrow funds in accordance with the terms of this transaction and Florida law.

Escrow Officer



April 10, 2017



JAMES HOLCOMBE
2001 TIMBERFALL LN
VALRICO, FL 33594

Re: Account Number: 0015067093
Property Address: 2001 TIMBERFALL LN
VALRICO, FL 33596

Dear JAMES HOLCOMBE:

Select Portfolio Servicing, Inc. (SPS), the mortgage servicer on the above referenced account, is sending this to you to provide information regarding the lien on the real property referenced above. Our records indicate that your obligation has either been discharged or is subject to an automatic stay order under the United States Bankruptcy Code. This notice and any enclosed documents are for compliance and informational purposes only and do not constitute a demand for payment or an attempt to collect such obligation. Even though your personal liability on the note may be discharged or subject to an automatic stay, the terms of the mortgage remain in effect and the owner of the mortgage, as lien holder, continues to have a lien on the real property.

SPS received your request to accept a compromised payoff of the above referenced property, or "Short Sale." Please be advised that SPS conditionally agrees to accept your proposed Short Sale and will release the lien on the property, contingent upon the following terms. The approval of your proposed Short Sale is intended to help you save your home by avoiding foreclosure. It is important that you read the enclosed documents carefully and comply with their terms.

If you were being considered under the Making Home Affordable (MHA) Home Affordable Foreclosure Alternatives (HAFA) program, please note that this program expired on December 30, 2016 and is no longer available. All program reviews will be completed under our proprietary programs.

- **Terms** - SPS must receive the net proceeds from the Short Sale in an amount not less than \$163,116.76 no later than June 9, 2017 (the closing date). The net proceeds must be in the form of wired funds or certified funds, and must be made payable to Select Portfolio Servicing, Inc. No personal checks will be accepted. Wiring funds is the preferred method of payment, and instructions are attached. Any extension of the closing date requires SPS's written approval.
 - a. Payoff funds and a final HUD-1 Settlement Statement/Closing Disclosure must be received by SPS within 48 hours of closing in accordance with the attached wiring instructions or funds may be returned.
- **Changes** - Any change to the terms and representations contained in the request or the attached sales contract between you and the buyer prior to closing must be approved by SPS in writing. SPS is under no obligation to approve such changes.



- **HUD-1/Closing Disclosure** - A copy of the final HUD-1 Settlement Statement/Closing Disclosure must be faxed to SPS at 866-867-3019, within two (2) business days of the closing. Both the buyer(s) and seller(s) represented in the transaction must sign the final HUD-1/Closing Disclosure. There must not be any change in the terms between the proposed HUD-1/Closing Disclosure and the final HUD-1/Closing Disclosure, and the funds remitted must agree with the final HUD-1/Closing Disclosure. As long as these terms are met, pre-approval of the proposed HUD-1/Closing Disclosure is not required.
- **Seller Funds** - In consideration for SPS's agreement to accept the Short Sale, in no event shall you receive any funds from the Short Sale (unless otherwise approved in advance by SPS). Any surplus funds above the agreed upon net proceeds at the time of closing are the exclusive property of SPS, and you agree that any such funds will be remitted to SPS, made payable to Select Portfolio Servicing, Inc. If SPS receives/retains proceeds in excess of the amount that, combined with the net proceeds, would have satisfied the lien in full, such surplus funds will be returned to you.
- **Tax Consequences** – A short payoff of the mortgage may have tax consequences. You are advised to contact a tax professional to determine the extent of tax liability, if any.
- **Closing Instructions** - The attached Closing Instructions should be provided to the settlement agent, and signed at the closing. All terms and conditions of the Closing Instructions must be met in their entirety. Within two (2) business days of the completed closing, a copy of the signed Closing Instructions must be returned to SPS via fax at 866-867-3019.
- **Bankruptcy** – If you are currently in bankruptcy or you file bankruptcy prior to closing, you must obtain any required consent or approval of the Bankruptcy Court.
- **Insurance Claim Proceeds** - This approval is conditioned upon you waiving your rights to any escrowed funds or refunds from prepaid expenses. You also agree that any trailing proceeds from filed hazard insurance claims will be sent to and retained by SPS as additional recovery toward the Short Sale loss. If SPS receives/retains proceeds in excess of the amount that, combined with the net proceeds, would have satisfied the loan in full, such surplus funds will be returned to you.
- **Property Registrations and Inspections** - You must have completed all applicable property registrations and inspections, as may be required by any federal, state, or municipal laws.
- **Interest in the Property** - All parties who have an interest in this transaction must approve the transaction.
- **Arm's Length Transaction Affidavit** - The enclosed Arm's Length Transaction Affidavit must be signed and dated by all buyers, sellers, and agents involved in the short sale transaction. This signed affidavit must be faxed to SPS at 801-270-7833, within two (2) business days of the closing.
- **Payment Instructions** – Payoff funds and a final HUD-1 Settlement Statement/Closing Disclosure must be received by SPS within 48 hours of closing in accordance with the attached wiring instructions.
- **Closing Instructions** – Please see full list of required documentation attached.

SPS is committed to your assistance. If after reading through the terms and conditions of the Short Sale, you find that you are unable to meet the requirements or you have further questions, please contact our office at the phone number listed below.

In addition to short sales, SPS has many other assistance options designed for customers who are experiencing temporary or permanent hardships. These options are offered at no cost to our customers and may include structured repayment plans, modifications, or account settlement alternatives, such as a deed in lieu of foreclosure. Please note that you requested that we review your account for loss mitigation options other than a modification or repayment plan. Please call us at (888) 818-6032 if you would like us to review you for a modification or repayment plan. The documentation and timing requirements are different than those discussed above.

Upon satisfaction of all terms of this approval, the mortgage will be discharged in its entirety, and a lien release document will be forwarded to your county for recording. The release document is an indication that the lien is considered satisfied by SPS. This approval is for the account number referenced above, and SPS makes no warranties and/or takes no responsibility for any liens senior or junior to our position being released in conjunction with this satisfaction. If a foreclosure action was commenced against this property, then upon satisfaction of all terms of this approval, the pending foreclosure action will be dismissed, and appropriate instruments recorded.

Notice of Error or Information Request

If you believe there has been an error with the account or you require additional information, you may send a written Notice of Error or Information Request. All Notices of Error or Information Requests must be sent in writing to the address listed below, as this is our exclusive address under Federal law for these matters. If you send your correspondence to any other address, it may not be processed in accordance with Federal law.

**Select Portfolio Servicing, Inc.
PO Box 65277 Salt Lake City, UT 84165-0277**

Servicemembers Civil Relief Act (SCRA)

SPS is committed to home ownership assistance for active servicemembers and veterans of the United States military. You may be entitled to certain protections under the federal Servicemembers Civil Relief Act (50 U.S.C. 3901 et seq.) regarding your interest rate and the risk of foreclosure if you are a servicemember or a dependent of a servicemember. Counseling for covered servicemembers is available at agencies such as Military OneSource (800-342-9647 or www.militaryonesource.mil) and Armed Forces Legal Assistance (<http://legalassistance.law.af.mil>). Note: your state may have more expansive eligibility criteria than below. Please contact us as soon as possible if you have any questions or believe you may be eligible.

Eligible service may include, but is not limited to:

- Regular members of the U.S. Armed Forces (Army, Navy, Air Force Marine Corps and Coast Guard), or
- Reserve and National Guard personnel who have been activated and are on Federal active duty, or
- National Guard personnel under a call or order to active duty for more than 30 consecutive days under section 502(f) of title 32, United States Code, for purposes of responding to a national emergency declared by the President and supported by Federal funds, or
- Active service members of the commissioned corps of the Public Health Service and the National Oceanic and Atmospheric Administration, or
- Certain United States citizens serving with the armed forces of a nation with which the United States is allied in the prosecution of a war or military action.

Please send written notice of military service as soon as possible to:

**Select Portfolio Servicing, Inc.
PO Box 65250 Salt Lake City, UT 84165-0250**

If you have questions regarding eligibility and application requirements, please call us at 800-258-8602.

If you have any questions, you have been assigned a Relationship Manager to assist you through this process. Your assigned Relationship Manager, Stephanie Smith, can be reached toll free at 888-818-6032 Ext. 37706 or by email at Relationship.Manager@SPSServicing.com.



If you have any questions or concerns, please contact our Loan Resolution Department. Our toll-free number is 888-818-6032, and representatives are available Monday through Thursday between the hours of 8 a.m. and 11 p.m., Friday from 8 a.m. to 9 p.m., and Saturday from 8 a.m. to 2 p.m., Eastern Time.

Sincerely,



Signature of Servicer Representative

Senior Vice President

Title

Kevin Warren

Printed Name of Servicer Representative

April 10, 2017

Date

Attachments:

Closing Instructions

Affidavit of "Arms Length Transaction"

Certified Funds Remittance

Esta carta contiene información importante concerniente a sus derechos. Por favor, traduzca esta carta. Nuestros representantes bilingües están a su disposición para contestar cualquier pregunta. Llamenos al numero 800-831-0118 y seleccione/marque la opción 2.

This information is intended for informational purposes only and is not considered an attempt to collect a debt.

Closing Instructions
(To be completed at closing)

- Closing must take place on or before June 9, 2017 or this approval will be void. If an extension is requested and/or approved, our approval may result in per diem interest being charged through the closing.
- The approved buyer for this transaction is TBV Enterprises , LLC and the gross sales price of the property is \$190,100.00.
- Another buyer cannot be substituted without prior written approval from SPS.
- The following closing costs that have been negotiated and agreed upon are:
 - Maximum Real Estate commission/fees paid: \$11,406.00
(See guidelines outlined in Section 7)
 - Maximum cash for cooperation incentive to seller (if approved by SPS): \$0.00
(See guidelines outlined in Section 8)
 - Maximum proceeds allowed to additional mortgage lien(s): \$0.00
- Please be aware that any additional fees or costs that are not approved as of the date of this letter will not be covered by SPS. Any changes requested to fees or costs must be approved by SPS prior to closing. SPS in under no obligation to approve additional fees or costs.
- Minimum Net proceeds to SPS can be no less than \$163,116.76 and must be remitted via certified funds so that our office is in receipt on or before June 9, 2017.
- If the real estate agent voluntarily changes the commission amount not to exceed 6%, the real estate agent must provide an addendum to the listing agreement or contract. Any additional real estate agent fees, broker fees or transaction cost being paid to the realty company must be deducted from commissions and may not be paid by either buyer or seller.
- If the closing of the short sale occurs in accordance with this agreement the seller may be eligible to receive assistance of up to \$10,000 to assist with relocation expenses. Relocation assistance may be considered income and may be reported to the IRS on Form 1099C.
- The property is being sold in "AS-IS" condition. As a result no repairs will be made nor will repair costs be paid out of the proceeds, unless specifically requested and approved.
- The Buyer and Seller represent that the transaction is an "arm's length" transaction and neither party is related by family, marriage or commercial enterprise.
- All required closing documents can be emailed to SPS at ClosingDocs@spservicing.com within one (1) business day of closing.
 - A final Certified HUD-1/Closing Disclosure must be executed by both the Buyer(s) and Seller(s) represented in the transaction.
 - Final proof of funding for the total closing transaction which includes all supporting documentation to support new loan amount and cash paid at settlement.
 - All Purchase Contracts and/or addendums consistent with the final closing transaction.
 - The enclosed Affidavit of "Arms Length Transaction" must be executed by both the Buyer(s) and Seller(s) represented in the transaction.



By signing this document, you state that you understand and agree to comply with the terms and conditions outlined above. Additionally, you are certifying that this document and any other documents that have been used in conjunction with obtaining our approval and the closing of this transaction have been signed with your consent and are true and correct. Any misrepresentation and/or misstatement will void our approval of the sale and may subject you to potential criminal investigation and prosecution.

_____ Seller	_____ Date	_____ Seller	_____ Date
_____ Buyer	_____ Date	_____ Buyer	_____ Date
_____ Closing Agent	_____ Date	Notary Stamp:	

AFFIDAVIT OF "ARM'S LENGTH TRANSACTION"

Pursuant to a residential purchase agreement (the "Agreement"), the parties identified below as the "Seller" and the "Buyer," respectively, are involved in a real estate transaction whereby the real property commonly known as 2001 TIMBERFALL LN , VALRICO, FL 33596 (the "Property") will be sold by the Seller to the Buyer.

Select Portfolio Servicing, Inc. ("Servicer") is the authorized servicer of a deed of trust or mortgage against the Property. In order to complete the sale of the Property, the Seller and the Buyer have jointly asked the Servicer to discount the total amount owed on the loan secured by the deed of trust or mortgage. The Servicer, in consideration of the representations made below by the Seller, the Buyer, and their respective agents, agrees to accept less than the amount owed to resolve its Loan (pursuant to a separate Agreement between the Servicer and the Seller) on the express condition that the Seller, the Buyer, and their respective agents (including, without limitation, real estate agents, escrow agents, and title agents) each truthfully represents, affirms, and states that, to the best of each signatory's knowledge and belief:

1. The purchase and sale transaction reflected in the Agreement is an "Arm's Length Transaction," meaning that the transaction has been negotiated by unrelated parties, each of whom is acting in his or her own self-interest, and that the sale price is based on fair market value of the Property. With respect to those persons signing this Affidavit as an agent for the Seller, the Buyer, or both, those agents are acting in the best interests of their respective principal(s).
2. No Buyer or agent of the Buyer is a family member or business associate of the Seller, the borrower, or the mortgagor.
3. No Buyer or agent of the Buyer shares a business interest with the Seller, the borrower, or the mortgagor.
4. There are no hidden terms or hidden agreements or special understandings between the Seller and the Buyer or among their respective agents that are not reflected in the Agreement or the escrow instructions associated with this transaction.
5. There is no agreement, whether oral, written, or implied, between the Seller and the Buyer and/or their respective agents that allows the Seller to remain in the Property as a tenant or to regain ownership of the Property at any time after the consummation of this sale transaction.
6. Neither the Seller(s) nor the Buyer(s) will receive any funds or commission from the sale of the Property. The Seller(s) may receive a payment or incentive if it is offered by the Lender and/or Servicer. Any incentive payments will be paid at the time of closing, and will be reflected on the HUD-1 Settlement Statement.
7. All amounts to be paid to any party, including holders of other liens on the Property, in connection with the short payoff transaction have been disclosed to and approved by the Lender and/or Servicer and will be reflected on the HUD-1 Settlement Statement.
8. No agent of either the Seller or the Buyer shall receive any proceeds from this transaction, except as is reflected in the final estimated closing statement, which shall be provided to the Lender and/or Servicer for approval prior to the close of escrow.
9. Each signatory to this Affidavit expressly acknowledges that the Lender and/or Servicer is relying upon the representation made herein as consideration for discounting the payoff on the Loan, which is secured by a deed of trust or mortgage encumbering the Property.
10. Each signatory to this Affidavit agrees to indemnify SPSC Chase and the investor if applicable for any and all losses resulting from any negligent or intentional misrepresentation made in this Affidavit including, but not limited to repayment of the difference between the amount owed on the loan and the discounted payoff amount.
11. Each signatory to this Affidavit expressly acknowledges that any misrepresentation made by him or her may subject him or her to civil liability.
12. This Affidavit will survive the closing of the transaction.



I/We declare under penalty of perjury under the laws of the state of that all statements made in this Affidavit are true and correct.

Additionally, I/we fully understand that it is a federal crime punishable by fine or imprisonment, or both, to knowingly and willfully make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1001, et seq.

Buyer 1_____
(Print Name)_____
(Signature)_____
(Date)**Buyer 2**_____
(Print Name)_____
(Signature)_____
(Date)**Buyer 3**_____
(Print Name)_____
(Signature)_____
(Date)**Buyer 4**_____
(Print Name)_____
(Signature)_____
(Date)**Seller 1**_____
(Print Name)_____
(Signature)_____
(Date)**Seller 2**_____
(Print Name)_____
(Signature)_____
(Date)**Seller 3**_____
(Print Name)_____
(Signature)_____
(Date)**Seller 4**_____
(Print Name)_____
(Signature)_____
(Date)**Buyer's Agent**_____
(Print Name)_____
(Print Company)_____
(Signature and Date)**Seller's Agent**_____
(Print Name)_____
(Print Company)_____
(Signature and Date)

This document must be faxed to the number below.
Fax: 801-270-7833





Certified Funds Remittance

Certified funds must be sent in the form of a bank wire, cashier's bank check, attorney trust account check, title or escrow company check, or Western Union Quick Collect.

Wire Instructions

All wires must reference the customer's account number, customer name, and property street address. Without these references, application of the funds may be delayed. Use these wire instructions **only** for **mortgage payments, reinstatements, or payoffs**. Please email any special instructions to WireDetail@spservicing.com, or you can fax details or instructions to 801-270-7838.

Account Name	Select Portfolio Servicing, Inc. Wire Retaining
Account Number	900900308
Bank:	JP Morgan Chase
Routing/ABA#	021000021
SWIFT Code	CHASUS33 (for international wire use only)
Customer Account Number	0015067093
Customer Name(s):	JAMES HOLCOMBE
Property Street Address	2001 TIMBERFALL LN VALRICO FL 33596

Overnight Mailing Address

Select Portfolio Servicing, Inc.
Attn: Remittance Processing
 3217 S. Decker Lake Dr Salt Lake City, UT 84119

Please write the SPS account number on all funds and correspondence.

Western Union Quick Collect

To find the Western Union location nearest you, visit www.westernunion.com or call 800-325-6000.

Reference the account number and deliver to Code City: Oswald; Code State: UT.



